

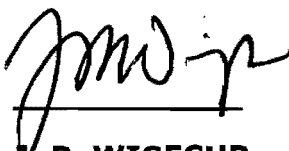
# NAVAL INSPECTOR GENERAL

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## REPORT OF INVESTIGATION

Subj: **SENIOR OFFICIAL CASE 201102772; MISUSE OF GOVERNMENT  
RESOURCES, PERSONNEL IMPROPRIETIES, ETHICS VIOLATIONS AND**  
(b) (6), (b) (7)(C) **BY RDML THOMAS C. TRAAEN, USN**

10 May 2012



**J. P. WISECUP**  
**VADM, USN**

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Office of the Naval Inspector General

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(b) (6), (b) (7)(C) BY RDML THOMAS C. TRAAEN, USN

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Preliminary Statement

1. Between 9 June and 29 July 2011, an anonymous complainant lodged numerous allegations with the Defense Logistics Agency (DLA) hotline, naming as the subject RDML Thomas C. Traaen, USN, Commander, DLA Distribution, New Cumberland, PA. On 12 August 2011, the Department of Defense Inspector General (DOD IG) forwarded these allegations to the Naval Inspector General for inquiry. Subsequent to the DoD IG tasking, additional anonymous allegations were filed with the DLA hotline.

2. Analysis of the complaints identified the following seven allegations for investigation:

**Allegation #1:** That RDML Traaen traveled at Government expense to Gig Harbor, WA, for unofficial purposes, in violation of the Joint Federal Travel Regulation (JFTR), Paragraphs U4000 and U7325, 5 CFR 2635.702 and DOD Directive 5410.18 of 30 May 2007.

**Conclusion:** The allegation is substantiated.

**Allegation #2:** That in April 2011, RDML Traaen accepted a gift from two subordinate employees following official travel to Puget Sound, WA, in violation of 5 CFR 2635.302.

**Conclusion:** The allegation is substantiated.

**Allegation #3:** (b) (6), (b) (7)(C)

[REDACTED]

**Conclusion:** The allegation is not substantiated.

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**Allegation #4:** (b) (6), (b) (7)(C)

**Conclusion:** The allegation is not substantiated.

**Allegation #5:** (b) (6), (b) (7)(C)

**Conclusion:** The allegation is not substantiated.

**Allegation #6:** That RDML Traaen took an en route rest stop to which he was not entitled during official travel to Garmisch-Partenkirchen, Germany.

**Conclusion:** The allegation is substantiated.

**Allegation #7:** That RDML Traaen misused Government funds for mementos, in violation of DLA Instruction, DLAI 2106 of 4 March 2008.

**Conclusion:** The allegation is substantiated.

**Allegation #8:** (b) (6), (b) (7)(C)

**Conclusion:** The allegation is not substantiated.

### **Background**

3. Headquartered in New Cumberland, PA, DLA Distribution is a DOD combat support agency responsible for receipt and delivery of items and equipment to DOD components through its 26 worldwide sites. RDML Traaen assumed command of DLA Distribution on 25 June 2010 and also of U.S. Central Command Deployment Distribution Operations Center in Kuwait on 1 August 2010. RDML Traaen's immediate superior in command is the Director of Headquarters DLA, Fort Belvoir, VA. The current Director, (b) (6), (b) (7)(C), assumed command from (b) (6), (b) (7)(C) in November 2011.

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**Allegation #1:** That RDML Traaen traveled at Government expense to Gig Harbor, WA, for unofficial purposes, in violation of the Joint

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Federal Travel Regulation (JFTR), Paragraphs U4000 and U7325A, 5 CFR 2635.702 and DOD Directive 5410.18 of 30 May 2007.

#### Findings of Fact

4. In early 2011, RDML Traaen, a Gig Harbor, WA, native and alumnus of a local high school, was selected to receive an award at a Gig Harbor, WA, Students and Alumni of Distinction banquet on Wednesday, 11 May 2011, for distinguishing himself through contributions to his community, profession, or to humanity in general. One of the complaints to the DLA hotline alleged that in May 2011, RDML Traaen traveled to Gig Harbor, WA, using Government funding to receive a personal award, and in doing so, failed to ensure that Government resources were only used in performance of Government business.

5. On 8 April 2011, RDML Traaen received official orders through the Defense Travel System (DTS) to travel to Gig Harbor, WA, with the stated purpose, "site visit for award ceremony." The trip's duration was from Monday, 9 May 2011, through Thursday, 12 May 2011.

6. On 27 April 2011, approximately one week prior to his trip to Gig Harbor, RDML Traaen conducted a site visit and officiated at the change-of-command ceremony at DLA Distribution Center Puget Sound. This itinerary included five hours at the Center during which he met with and received a command brief from Distribution Center leadership, conducted a short Depot tour and attended an all-hands awards ceremony. DLA Distribution Center Puget Sound is located in Bremerton, WA, about 17 miles from Gig Harbor, WA. After the site visit was completed, he returned to Pennsylvania on 29 April 2011.

7. On Monday, 9 May 2011, RDML Traaen began his trip to Gig Harbor, WA. He flew to Washington, DC, to attend an official meeting from 1000 to 1400 on 10 May 2011 at DLA Headquarters in Fort Belvoir, VA. He departed Washington, DC, for Gig Harbor, WA, that evening. His itinerary reflected personal time from 0700 to 1800 on 11 May 2011 (Wednesday), and attendance at the awards event at 1830. He was scheduled to depart Gig Harbor, WA, at 0730 on 12 May 2011. There was no notation of an official meeting at Gig Harbor, WA, on the itinerary.

8. While assisting with preparations for this trip, (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), emailed the command's Office of Counsel on 3 May 2011, requesting

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routine legal review of the permissibility of using Government funds for the trip. She received the following response from Associate Counsel, (b) (6), (b) (7)(C), on 10 May 2011, after RDML Traaen was already in Washington, DC, en route to Gig Harbor, WA:

I am not confident that his proposed travel/trip meets the justification [JFTR Chapter 4, Part A, Para U4000] and can be claimed as official business for the service or government. Conversely, if the high school funds the travel/trip, lodging etc., it may be permissible for RDML Traaen to accept it under 31 USC 1353, acceptance of travel benefits. Please advise/consult if the latter possibility arises.

9. (b) (6), (b) (7)(C) testified that he advised (b) (6), (b) (7)(C) "[i]f a site visit was already [planned] and it just happened to correspond with the Gig Harbor trip, you're already on the books for spending Government funds for this official trip." He added, however, that the official portion of the trip must not have been manufactured solely to justify expending Government funds. Asked whether relevance could be drawn between the Navy's interests and RDML Traaen's accepting the high school award, (b) (6), (b) (7)(C) opined that he did not believe it could.

10. After receiving (b) (6), (b) (7)(C) email response, (b) (6), (b) (7)(C) immediately forwarded it to (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) on the same day. Upon receipt, (b) (6), (b) (7)(C) forwarded the email to RDML Traaen, advising him of the legal assessment and stating that a meeting had been scheduled with the (b) (6), (b) (7)(C) to ensure the Admiral would be "operating inside the JTR." RDML Traaen maintained his travel arrangements to Gig Harbor, WA.

11. (b) (6), (b) (7)(C) testified that, while in Gig Harbor, WA, RDML Traaen met with the (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), at noon on 11 May 2011, the day of the high school awards event. When questioned about why the meeting was not scheduled until 10 May 2011, when RDML Traaen's travel had already commenced, (b) (6), (b) (7)(C) acknowledged that the meeting was organized after receiving the legal advice to legitimize the trip. He stated the following:

I think the meeting was scheduled so that we could go up there. At first, we were unaware that . . . you couldn't go up there solely for that purpose, so we had a site visit which he's authorized to go up there to do a site visit.

12. (b) (6), (b) (7)(C) testified that he had scheduled the meeting to be held at the Inn at Gig Harbor, where RDML Traaen was lodging, to accommodate a request by (b) (6), (b) (7)(C), who had another

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appointment nearby. He stated that there was no documentation confirming this since (b) (6), (b) (7)(C) ' request was verbal.

13. RDML Traaen stated that he held the meeting at his hotel for the convenience of (b) (6), (b) (7)(C), who had business "on the other side of Puget Sound" and estimated that it lasted two hours. When asked about the necessity of a face-to-face meeting in lieu of teleconference or other electronic means, RDML Traaen said that he believed the discussion, realigning Puget Sound's mission, was best had face-to-face.

14. (b) (6), (b) (7)(C) testified that RDML Traaen's staff contacted him to arrange a meeting and that the staff selected the location. (b) (6), (b) (7)(C) denied the assertion that he requested the meeting be held at the Admiral's Hotel.

15. When questioned whether RADM Traaen's meeting with him could constitute a site visit, (b) (6), (b) (7)(C) testified that a site visit normally averages two-and-a-half to three hours, but that each is different and tailored to the visitor's requirements. When asked whether this meeting was unusual in its location and may have been more efficiently conducted via teleconference, (b) (6), (b) (7)(C) stated the following:

I did not consider it unusual to meet the Admiral in his hotel. That's where his staff had requested I meet with him. In my nearly 20 year career, I can say that was not the first time I have met a senior officer in a hotel lobby. I was informed by the Admiral's staff that he wanted to meet with me. I am not in a position, nor would I take the latitude as a subordinate to question why I cannot conduct the meeting via a TELCON. From my perspective it was an opportunity for me to get fidelity on strategic guidance [and] regionalization initiatives as well as the unresolved issue of not having a deputy [at Puget Sound]. I believe those discussions are best had face to face. I walked away from the meeting with a clear understanding of the future of the organization but, more importantly, the future of my Depot. I also had the Admiral's personal assurance that we were going to get a Deputy, which was weighing heavily on my mind.

16. RDML Traaen attended the award event on the evening of 11 May 2011. He described the event as "a venue where approximately 60 high school children were honored and I was being honored as a distinguished graduate." He testified that he believed it to be part of his duty to "move into the community, attend minority events or specified events such as parades and things like that." He added that "we send flag officers to NASCAR races, or we did at the time, and [it was] my belief that that was a duty that I maintained as a Flag Officer." He said that he did not seek any

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approval from his headquarters for this event. At the time, neither DLA headquarters nor DLA Distribution had a formal community relations program.

17. RDML Traaen testified that he was informed of his Command Counsel's advice that while the Navy may approve his attendance at the event as a representational appearance, he could not attend for that sole purpose, but that an official visit must be the purpose of the travel. RDML Traaen testified that he then decided that he would meet with the <sup>(b)(6), (b)(7)(c)</sup> CO to satisfy the requirement for an official trip purpose.

18. RDML Traaen testified that he considered the previous trip to Puget Sound on 29 April 2011 to have been a site visit. Concerning its proximity to the later Gig Harbor trip, RADM Traaen said "there was further business I needed to attend to with the C.O. that I thought was appropriate for me to attend to." He said:

There were [three] specific topics that we were talking to that command about [during the previous trip]. One was our COOP [Continuity of Operations] plan... and then a program that we were running with transportation command called DTCI, Defense Transportation Coordination Initiative, where we're using trucks to move material at much lower cost... [and] a third initiative... in terms of re-missioning his center.

19. <sup>(b)(6), (b)(7)(C)</sup> , <sup>(b)(6), (b)(7)(C)</sup> at DLA Headquarters, testified that to his knowledge, RDML Traaen did not seek approval from his chain of command at headquarters to conduct a representational visit to Gig Harbor, WA. Regarding how he would have advised RDML Traaen concerning this trip, <sup>(b)(6), (b)(7)(C)</sup> said the following:

[M]y advice would be, first and foremost if the award is truly personal in nature and there is no nexus to Defense Logistics Agency, Department of Defense or, in this case, the U.S. Navy, that it clearly was a personal matter and should be handled accordingly.

20. Concerning the official portion of the trip, <sup>(b)(6), (b)(7)(C)</sup> stated:

[I would] question the necessity to travel cross-country for an hour-and-a-half meeting, and would, at least at a minimum, want to know what were the circumstances that required the meeting to be held in person, rather than through some other means, like VTC or whatever. Given the short duration of it, you know, clearly there potentially could be some sensitive issues that needed to be handled in person. But I would again, as a prudent manager looking at the itinerary, say, for an hour and a half meeting, I

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really would want to understand more, 'Why are we doing a round trip airfare? Why are we doing per diem?'

Let me say, if this kind of trip had been submitted in advance (and it wasn't to my knowledge), I would have clearly discussed it [with our General Counsel]. It would not be something that I would feel comfortable approving... on my own because there [seem] to be an awful lot of nuances here that would bring into question the purpose, the intent and the official nature, if you would, of the trip.

21. The reimbursement voucher for this trip reflects that RDML Traaen was reimbursed for expenses each day of the Gig Harbor trip, 9-12 May 2011, including lodging, car rental, and per diem.

#### Applicable Standards

22. JFTR Chapter 4, Part A, Paragraph U4000, states in part:

A TDY assignment may be authorized/approved only when necessary ICW official Uniformed Service activity or GOV'T business . . . . Travel must be planned and scheduled to accomplish multiple objectives whenever possible . . . . Procedures must be in place to evaluate TDY requests to ensure that the:

- a. Purpose is essential official business
- b. Objective cannot be satisfactorily accomplished less expensively by correspondence, teleconferencing, web-based communications, or other appropriate means (NOTE: This must be justified in a statement on the order.)
- c. Duration is no longer than required
- d. Number of persons assigned is held to the minimum.

23. JFTR Chapter 7, Part K, Paragraph U7325A, states:

GOV'T-funded travel and transportation allowances may be authorized for travel to receive an honor award sponsored by a non-Federal organization provided the award is closely related to the . . . [t]raveler's official duties, and . . . [s]ervice/agency's functions and activities.

24. 5 CFR 2635.702 states, in part:

An employee shall not use his public office for his own private gain, for the endorsement of any product, service or enterprise, or for the private gain of friends, relatives, or persons with whom the employee is affiliated in a nongovernmental capacity, including nonprofit organizations of which the employee is an officer or member, and persons with whom the employee has or seeks employment or business relations.

25. DOD Directive 5410.18 of 30 May 2007, Public Affairs Community Relations Policy, states in Paragraph 4:

It is DoD policy . . . that fostering and furthering good relations with communities at home and abroad is in the best interest of the Department of Defense. Well-planned community

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relations programs help earn public support and understanding of operations, missions, and requirements of the Military Services. . . . Community relations support must be confined to those activities that are of common public interest and benefit to a local, State, regional, national, or broadly representational community. . . . Testimonials, tributes, or honors to individuals are not generally of common interest or benefit to the community at large.

### Analysis

26. Pursuant to the JFTR, Government-funded travel and transportation allowances may be authorized for travel to receive an award sponsored by a non-Federal organization provided the award is closely related to the traveler's official duties, and service/agency's functions and activities. In RDML Traaen's case, the purpose of the award did not meet the JFTR requirement for relevance to the Government's mission or the traveler's official duties. Rather, the award honored Gig Harbor high school alumni who distinguished themselves in their life's work. The focus was on personal achievements and drew no relationship between the award and either the DOD or DLA mission, or RDML Traaen's duties as DLA Distribution Commander.

27. Although RDML Traaen testified that he considered his participation in the awards event to have had recruitment value for the Navy and that it was part of his official duties, the evidence did not support this position. DOD, in its public affairs and community service policy, acknowledges the value of fostering public understanding of its operations but requires that supported activities be of common interest and benefit to the public. The policy specifically cites individual honors as not generally considered of common interest. It is also noteworthy that RDML Traaen is assigned to and his travel is funded by DLA, not the Navy; and DLA had no formal community relations program at the time.

28. Further, the (b) (6), (b) (7)(C) expressed concern that a nexus between RDML Traaen's duties and the award was not apparent and testified that he would not readily have approved it. Since the Gig Harbor Distinguished Alumni Award focused on RDML Traaen's individual accomplishments, rather than on his official duties or Navy and DOD missions, it was a personal tribute rather than an activity of wide common interest.

29. Additionally, the JFTR requires that official Government travel be authorized/approved only when necessary to accomplish official Uniformed Service activity or Government business and

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when the objective cannot be satisfactorily accomplished less expensively by correspondence, teleconferencing, web-based communications, or other appropriate means. In this case, the brief meeting with (b) (6), (b) (7)(C) that was appended to the trip after RDML Traaen had already commenced travel was not sufficient justification for traveling to Gig Harbor, WA, at Government expense.

30. RDML Traaen had conducted a site visit at the (b) (6), (b) (7)(C) from 27-29 April 2011, just prior to this trip. Although both RDML Traaen and (b) (6), (b) (7)(C) testified that discussions at the site visit required later additional discussions, the 1½-to-2 hour discussion of one or two topics did not justify a trip to Gig Harbor at Government expense. The meeting could have been accomplished less expensively by teleconferencing, web-based communications, or other appropriate means. Because RDML Traaen was reimbursed for airfare, lodging, rental car, meals and incidental expenses that he would otherwise have had to purchase with personal funds, he improperly used his office for his own private gain, a violation of the Standards of Conduct.

31. We find that although RDML Traaen's staff sought legal advice regarding this trip, there was no effort to obtain the opinion before the travel commenced. His orders to Gig Harbor were issued on 8 April 2011, well in advance of the 11 May awards ceremony; but neither the Admiral nor his staff sought legal advice until 3 May 2011. As late as 9 May 2011, when RDML Traaen got underway on this trip, there was no mention of an official meeting on the Admiral's itinerary.

32. In his 10 May 2011 email, (b) (6), (b) (7)(C) advised that he was not confident that the proposed travel met the justification under the JFTR. He stated that if the award presentation coincided with a previously planned official site visit, the use of Government funds was authorized. (b) (6), (b) (7)(C) cautioned, however, that the official portion of the trip must not have been manufactured solely to justify expending Government funds. By his own admission, after receiving legal advice, (b) (6), (b) (7)(C) scheduled the meeting with (b) (6), (b) (7)(C) to legitimize the trip. He informed the Admiral that the award ceremony would not justify a Government-funded trip and that he scheduled the meeting with (b) (6), (b) (7)(C) so RDML Traaen was "operating inside the JFTR."

33. RDML Traaen acknowledged receiving legal advice that the awards ceremony would not justify official travel. He stated, however, that (b) (6), (b) (7)(C) advised that the trip could be justified

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if a site visit was planned, to which he indicated that he would plan a site visit. Regardless of the slight variation in testimony, we are confident that RDML Traaen and his staff understood that a site visit manufactured solely to justify spending Government funds violated JFTR regulations. Accordingly, we find that RDML Traaen acted contrary to legal counsel and regulations when he scheduled the meeting with (b) (6), (b) (7)(C) in an attempt to legitimize an otherwise personal endeavor.

34. As further evidence that this meeting was manufactured to justify using Government funds, we took note of the meeting location. RDML Traaen and (b) (6), (b) (7)(C) testified that the hotel lobby venue was selected for (b) (6), (b) (7)(C) convenience, but (b) (6), (b) (7)(C) was very forthright that RADM Traaen's staff set the location. RDML Traaen had no other meetings planned while he was in Washington and could easily have traveled to the Puget Sound Depot. Although holding a meeting in Flag Officer quarters is not unusual, in this case, holding such a brief meeting at RDML Traaen's hotel gives the appearance that the meeting was held as the necessary subterfuge to justify spending Government funds, and therefore, was improper. Based upon the reasons listed above, we determined that RDML Traaen abused Government travel by traveling to Gig Harbor, WA, for unofficial purposes at Government expense.

### Conclusion

35. The allegation is substantiated.

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36. Allegation #2: That in April 2011, RDML Traaen accepted a gift from two subordinate employees following official travel to Puget Sound, WA, in violation of 5 CFR 2635.302.

### Findings of Fact

37. RDML Traaen executed official orders from Wednesday, 27 April 2011 to Sunday, 1 May 2011 to conduct a site visit and officiate at the change-of-command ceremony at DLA Distribution Center, Puget Sound. The complaint was that he improperly accepted a gift from two subordinate employees when the employees, (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C), assisted him in driving his personally-owned vehicle cross-country from Washington to his PDS in Pennsylvania.

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38. (b) (6), (b) (7)(C), a GS-15 Department Director at DLA Distribution, conducted official travel to Oklahoma City, OK and Puget Sound, WA commencing from Monday, 25 April 2011 through Saturday, 30 April 2011. His flight itinerary for this trip reflects one-way airfare from , PA, to Seattle/Tacoma, WA. He was reimbursed partial per diem for Saturday, 30 April, as a travel day and claimed no per diem for 1-2 May 2011.

39. (b) (6), (b) (7)(C) testified that leading up to his 25 April 2011 travel, he learned that the Admiral needed to relocate his privately owned vehicle (POV) and would be driving it on his return from Puget Sound, WA to Harrisburg, PA. (b) (6), (b) (7)(C) testified that he had never driven cross-country before and volunteered to assist RDML Traaen in the drive. He said that it was he who invited (b) (6), (b) (7)(C) to join them. On Saturday morning, 30 April 2011, they proceeded on the return trip from Puget Sound. (b) (6), (b) (7)(C) testified that the three of them rotated driver duties during the 42-hour trip, arriving at their PDS at approximately 0400 on Monday, 2 May. He testified that each person paid for his own meals, with the Admiral paying for all gasoline. He stated that he did not consider driving cross-country with RDML Traaen to have been a gift, and the Admiral paid him no remuneration for it.

40. (b) (6), (b) (7)(C) is a GS-15 Department Director at DLA Distribution. (b) (6), (b) (7)(C) executed orders to Hawaii, California and Washington [state] from 23-29 April, and he cancelled his return flight to Harrisburg, PA, in order to drive cross-country. DTS records reflect that (b) (6), (b) (7) received no per diem for 30 April through 2 May 2011.

41. (b) (6), (b) (7)(C) testified that prior to commencing his travel, he learned from (b) (6), (b) (7)(C) that RDML Traaen would be driving a POV back from his official travel in Puget Sound. (b) (6), (b) (7)(C) planned to assist the Admiral and invited him [(b) (6), (b) (7)(C)] to join them and he accepted. (b) (6), (b) (7)(C) confirmed that they started the drive very early on Saturday morning and arrived in Harrisburg, PA, about 44 hours later on Monday morning. (b) (6), (b) (7)(C) testified that he was on his own time during the drive and claimed no per diem, and that he took leave on Monday after arriving in Harrisburg because he was exhausted. (b) (6), (b) (7)(C) further testified that he voluntarily assisted RDML Traaen and received no remuneration for the assistance.

42. RDML Traaen testified that he had been given a car by his father in January 2011 and he'd planned to drive it to

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Pennsylvania following the change-of-command trip to Puget Sound in April. He said that he mentioned his plan in a passing conversation with (b) (6), (b) (7)(C), and it was (b) (6), (b) (7)(C) idea to drive back to Pennsylvania with him, stating that he had never seen the western portion of the U.S. RDML Traaen testified that (b) (6), (b) (7)(C) followed (b) (6), (b) (7)(C) lead and volunteered to also drive with them. RDML Traaen testified that neither (b) (6), (b) (7)(C) nor (b) (6), (b) (7)(C) were under any duress from him, and that he did not "ask, provoke or demand their assistance in any way." RDML Traaen stated that each person paid for his own meals during, that (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) assisted in driving, and that he compensated neither for their time during the 42-hour, cross-country trip.

43. When asked what he believed the fair market value may have been for (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) services, RDML Traaen responded as follows:

This question . . . mistakenly [focuses] on this trip as some benefit to me. I didn't view it that way at the time. I don't think (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) viewed it that way; and even in retrospect, I still don't view it that way. . . . I did the majority of the driving. So any questions about fair market value are simply nonsensical. . . . However, there is a fair market value to the savings to the government. Instead of paying for 3 return flights, the government only paid for one POV. Although not any of our primary motivations, it shouldn't be lost that this trip saved the government some travel expenses.

#### Applicable Standard

44. 5 CFR 2635.203 states, in part:

*Gift* includes any gratuity, favor, discount, entertainment, hospitality, loan, forbearance, or other item having monetary value. It includes services as well as gifts of training, transportation, local travel, lodgings and meals, whether provided in-kind, by purchase of a ticket, payment in advance, or reimbursement after the expense has been incurred.

45. 5 CFR 2635.302 states, in part:

(b) *Gifts from employees receiving less pay.* Except as provided in this subpart, an employee may not, directly or indirectly, accept a gift from an employee receiving less pay than himself unless:

(1) The two employees are not in a subordinate-official superior relationship; and

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(2) There is a personal relationship between the two employees that would justify the gift.

(c) *Limitation on use of exceptions.* Notwithstanding any exception provided in this subpart, an official superior shall not coerce the offering of a gift from a subordinate.

### Analysis

46. Pursuant to the Standards of Conduct, an employee may not accept a gift from a subordinate employee. In its definition of a gift, the Standards of Conduct includes any favor, service or other item of monetary value. As DLA Distribution employees, (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) are subordinates subject to RDML Traeen as Commanding Officer. By accepting their assistance in driving his POV cross-country during their personal time, RDML Traeen accepted a service of monetary value.

47. We reject the Admiral's testimony that the assistance was of no benefit to him. RDML Traeen likely would have had to pay for this service had he elected not to drive the vehicle himself. He testified that the drive was straight-through with only brief stops; and had he driven cross-country without assistance, it is reasonable to believe that the trip would have taken more than the 42 hours that it took with the three drivers. It is also reasonable to believe that (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) took leave on Monday, 2 May, because they were exhausted after of the 42-hour drive. Their leave had monetary value. We find that RDML Traeen violated the Standards of Conduct in accepting cross-country driving assistance from his subordinate employees.

### Conclusion

48. The allegation is substantiated.

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**Allegation #3:** (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

### Findings of Fact

49. (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

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(b) (6), (b) (7)(C)

50. (b) (6), (b) (7)(C)

							(b) (6), (b) (7)(C)
(b) (6), (b) (7) (C)							
(b) (6), (b) (7) (C)							
(b) (6), (b) (7) (C)							
(b) (6), (b) (7) (C)							
(b) (6), (b) (7) (C)							
(b) (6), (b) (7) (C)							
(b) (6), (b) (7) (C)							
(b) (6), (b) (7) (C)							
(b) (6), (b) (7) (C)							

51. (b) (6), (b) (7)(C)

52. (b) (6), (b) (7)(C)

1 (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

53.

(b) (6), (b) (7)(C)

### Applicable Standards

54.

(b) (6), (b) (7) (c)

56.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

**Note . . .**

(b) (6), (b) (7)(C)

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### Analysis


57.

(b) (6), (b) (7)(C)



58.

(b) (6), (b) (7)(C)



### Conclusion

59. The allegation is not substantiated.

\*\*\*\*\*

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60. Allegation #4:

(b) (6), (b) (7)(C)

Findings of Fact

61.

(b) (6), (b) (7)(C)

62.

(b) (6), (b) (7)(C)

63.

(b) (6), (b) (7)(C)

64.

(b) (6), (b) (7)(C)

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(b) (6), (b) (7) (c)

67. (b) (6), (b) (7)(C) [REDACTED]

68. (b) (6), (b) (7)(C) [REDACTED]

69. (b) (6), (b) (7)(C) [REDACTED]

### Analysis

70. (b) (6), (b) (7)(C) [REDACTED]

71. (b) (6), (b) (7)(C) [REDACTED]

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(b) (6), (b) (7)(C)

72. (b) (6), (b) (7)(C)

### Conclusion

73. The allegation is not substantiated.

\*\*\*\*\*

**Allegation #5:** (b) (6), (b) (7)(C)

**Allegation #6:** That RDML Traaen took an en route rest stop to which he was not entitled during official travel to Garmisch-Partenkirchen, Germany.

### Findings of Fact

74. On 28 September 2011, the Office of the Secretary of Defense announced the 2011 Joint Europe Africa Deployment and Distribution Conference (JEADDC) to be held from Monday through Thursday, 5-8 December 2011, in Garmisch-Partenkirchen, Germany [hereinafter Garmisch]. The agenda included on-site registration and conference packet pick-up on 5 December 2011, any time between 0900 and 1800, and a kick-off social beginning at 1800 that day.

(b) (6), (b) (7)(C)

75. (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

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travel was involved. He further testified that the confluence of departure/arrival times, flight duration and predicted weather conditions in Germany justified the en route stop. He testified that his post-TDY delay in Munich on 8 December was similarly justified to meet his scheduled flight departure time.

### Applicable Standards

78. JFTR Chapter 4, Paragraph U4326A states, in part:

1.c. When travel is between 2400-0600, the only acceptable sleeping accommodations are:

- (1) Ship staterooms, and
- (2) Train sleeping cars.

Note: Reclining seats on planes, trains or buses are not acceptable sleeping accommodations. If a member is required to travel overnight (2400-0600) without acceptable sleeping accommodations, arrival should be scheduled to provide an en route rest stop or an appropriate rest period (NTE 24 hours) at the TDY point before the member is required to perform official duties. . . .

f. Transportation should be arranged so that the member is scheduled to arrive the day before the TDY actually begins. . . .

2.g Travel between 0600 and 2400. Travel should be scheduled between 0600 and 2400. To prevent travel between 2400-0600, it is reasonable for a traveler to depart the . . . TDY station on the earliest available transportation accommodations the day after completing a TDY assignment, provided the traveler is not required to be at the PDS the morning after TDY completion.

3. Additional Per Diem to Travel between 0600 and 2400. Additional per diem may be authorized/approved at a TDY location only if the resulting delay in departing the TDY location permits travel between 0600 and 2400 the day after completing the TDY assignment.

79. Paragraph U4326B states, in part:

Authorizing/approving an en route rest stop or rest period at a TDY point must be used only when the circumstances warrant. Rest stops must not be 'automatic'. The AO must consider each request for a rest stop en route/rest period at the TDY point individually and carefully balance good stewardship of scarce resources with the immediacy of mission requirements.

80. Paragraph U4326C states, in part:

2. OCONUS Travel is Involved. The AO may authorize/approve a rest en route when:

- a. The origin or destination is OCONUS; and

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- b. Travel is by a usually traveled route; and
  - c. Travel is by less than first/business-class accommodations; and
  - d. The scheduled flight time, including stopovers and plane changes, exceeds 14 hours by a usually traveled route.
- Scheduled flight time is the time between the scheduled aircraft departure from the airport serving the PDS/TDY point and the scheduled aircraft arrival at the airport serving the TDY point/PDS (flight(s) between two duty points), including scheduled non-overnight time spent at airports during plane changes.

*Note: The "length of flight (14, 20, 30, 40 hours)" in and of itself is not sufficient justification to authorize/approve a rest stop en route. The justification must include that the TDY mission was so unexpected that the traveler was unable to schedule a flight arriving the day prior to allow rest before starting work. . . .*

81. 70 Comp. Gen. 656 states, in part:

The regulation governing per diem entitlement for travel to, from, between, or within locations outside the continental United States (CONUS), including permissible rest stops, is contained in Section 301-7.6 of the Federal Travel Regulation (FTR), as amended. The basic conditions which must be met by the employee before the agency may authorize a rest stop are . . . as follows:

"[Clause (i)] When travel is direct between duty points which are separated by several time zones and at least one duty point is outside CONUS, a rest period not in excess of 24 hours may be authorized or approved when air travel between the duty points is by less-than-premium-class accommodations and the scheduled flight time (including stopovers of less than 8 hours) exceeds 14 hours by a direct or usually traveled route. . . .

Clauses (v) provides that in cases where an intermediate rest stop is precluded because of scheduling or when a rest stop is not authorized, "it is recommended that the employee be scheduled to arrive at the temporary duty point with sufficient time to allow a reasonable rest period before reporting for duty." Thus, where a rest stop is not authorized under clause (i) because scheduled travel time does not exceed 14 hours, as a matter of agency discretion a reasonable rest period may be permitted the employee at destination before reporting for duty.

### Analysis

82. (b) (6), (b) (7)(C)

Additionally, the Regulation provides for an appropriate rest period not to exceed 24 hours at

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the TDY location when a member must travel between 2400 and 0600.

(b) (6), (b) (7)(C)

83.

(b) (6), (b) (7)(C)

RDML Traaen's (b) (6), (b) (7)(C)

his en route rest stop in Munich was improper. RDML Traaen testified that he was entitled to an intermediate rest stop in Munich, given the duration of his flight, departure/arrival times and predicted weather conditions in Germany. We disagree. Per JFTR U4326, a rest stop en route to an OCONUS destination may be authorized only if travel is by a usually-traveled route and the scheduled flight time exceeds 14 hours. In applying this standard, we also considered a U.S. Comptroller General decision concerning intermediate rest stops during OCONUS travel, and found that it upholds the 14-hour stipulation. RDML Traaen's outbound flight to Munich was eleven hours in duration, below the 14-hour threshold. Since there were no conference events or other government business scheduled for Munich, his TDY location was Garmisch and not Munich; therefore, as stated above, his overnight travel entitled him to a rest period in Garmisch. Where weather was concerned, the Admiral did not indicate that any weather event occurred which prevented him from proceeding to his TDY location.

84. The Regulation further indicates that an en route rest stop must be authorized only when circumstances warrant and in advance, unless the mission was so unexpected that arrival the day before could not be arranged. That was not the case in this instance. The mission was not unexpected; the Flag Aide planned the rest stop in advance but did not seek prior approval of the stop.

While we note that RDML Traaen (b) (6), (b) (7)(C)

we find that his claim and reimbursement for per diem at the Munich rate on 4 December exceeded his entitlement and violated the JFTR.

(b) (6), (b) (7)(C)

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### Conclusion

85. Allegation #5 is not substantiated.

86. Allegation #6 is substantiated.

\*\*\*\*\*

**Allegation #7:** That RDML Traaen misused Government funds for mementos, in violation of DLA Instruction DLAI 2106 of 4 March 2008.

### Findings of Fact

87. DLA Distribution holds an annual Commander's Conference at the New Cumberland headquarters, attended by local and field activity command leaders. The complaint was that RDML Traaen misused Government funds for mementos presented to his "senior mentors" who were guest speakers at the 2011 Commander's Conference. Witnesses described these senior mentors as distinguished, private citizens to whom RDML Traaen looked for personal guidance in his life and career. These individuals were:

(b) (6), (b) (7)(C) , (b) (6), (b) (7)(C) ,  
(b) (6), (b) (7)(C) ; (b) (6), (b) (7)(C) , (b) (6), (b) (7)(C) , (b) (6), (b) (7)(C) ;  
(b) (6), (b) (7)(C) ; (b) (6), (b) (7)(C) , a Senior Vice President at  
(b) (6), (b) (7)(C) ; and (b) (6), (b) (7)(C) , a retired  
administrative law judge with the Merit Systems Protection Board  
and currently (b) (6), (b) (7)(C) in private practice.

88. On 29 July 2011, DLA Distribution purchased framing for four mementos, each consisting of a DLA command flag and a command coin, for a grand total of \$635.24. (b) (6), (b) (7)(C) testified that during the preparations for the August 2011 conference, RDML Traaen asked a member of her staff about preparing a conference memento for each of the speakers. She testified that RDML Traaen authorized procuring them upon being advised that the usual keepsake was a framed remnant of the command flag. (b) (6), (b) (7)(C) staff then arranged for the framing and acquisition through the Billing Office.

89. (b) (6), (b) (7)(C) further stated:

[T]ruly, truly, truly, I take one hundred percent responsibility for this. If this was wrong, it's on me. Yes, the CO did ask for a memento, but he never said, you know, how much. He expects us to do things right and to do things legally.

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90. At the Commander's Conference in August 2011, RDML Traaen presented mementos of the occasion to the four senior mentors in appreciation for their participation. RDML Traaen testified that it was his practice in these matters to ask his staff to determine whether what he requested was appropriate; and typically, they relayed General Counsel's opinion to him. He testified that it was relayed to him that the attorneys "saw no guidance . . . in the case of the mementos that it [may not have been] appropriate to give [them]." RDML Traaen further stated:

(b) (6), (b) (7)(C) came in and showed me a design. . . . I said okay, that looks reasonable to me. Subsequently, what I found out, (b) (6), (b) (7) goes on leave. Her staff goes out, has them framed. Okay. Total cost is \$600, \$150 per memento. So since there's no ruling that says it's legal or illegal, I'm assuming the cost needs to be reasonable. . . .

91. (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), testified that (b) (6), (b) (7)(C) approached him approximately a month after the conference, concerned that she had made an error in approving the expense for the mementos. She wished to know if she should repay the Government with her own funds. He said that he advised her that he did not believe that would be required. (b) (6), (b) (7)(C); said that he did not consider the conversation to have been providing legal advice to the Admiral. (b) (6), (b) (7)(C); related this conversation to his supervisor, (b) (6), (b) (7)(C), but did not speak directly with RDML Traaen about this issue.

92. RDML Traaen was asked if he received a written legal analysis; he said he did not. RDML Traaen added:

[M]aybe I'm just a trusting person, but if somebody comes back and renders a decision to me verbally, I tend to believe them. . . . I understand that it all blows back on me as the commander . . . but there has to be a reasonable expectation, okay, that a staff who has done this over time is doing it correctly. . . . Again, the reasonable expectation is that when I say, "Hey, can I give these mementos," and OGC comes back and says, "We can't find a ruling either way," okay. Then okay, then let's do it.

### Applicable Standards

93. DLA Instruction, DLAI 2106 of 4 March 2008, Government Purchase Card, states, at Enclosure (3), Paragraph 10n:

Appropriated funds may not be used for personal gifts unless there is specific statutory authority to do so (68 Comp. Gen. 226, 1989). This includes "novelties" often encountered such as

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key chains, coffee mugs, etc. However, appropriated funds may, under certain circumstances, be used for promotional items when there is a requirement to "promote" or "market" to customers. Consult legal counsel for acceptability before any purchase card transaction involving gifts or promotional items.

### Analysis

94. The DLA purchase card instruction prohibits the expenditure of appropriated funds for gifts. Joint Ethics Regulations includes in the definition of a gift any item of monetary value.<sup>5</sup> RDML Traaen directed that the subject keepsakes, costing at least \$150 each, be purchased with the express intention of giving them away to his "senior mentors" who were not current Government employees. Were the recipients Government employees, the mementos may have been purchased and given as awards for outstanding service or performance.<sup>6</sup> This was not the case, however, and the framed mementos given to these individuals must be considered gifts, specifically prohibited by the DLA Instruction, and an unauthorized use of government funds.

95. RDML Traaen relied upon his administrative staff to ensure that the expenditure was appropriate and based his own actions upon their verbal report. He did not require a written legal opinion or a direct discussion with legal counsel before expending appropriated funds for mementos. In this case, a member of his staff had a passing conversation with a member of the Office of Counsel after the fact; and neither RDML Traaen nor his staff consulted with Legal Counsel in advance, as required by the DLA Instruction.

### Conclusion

96. The allegation is substantiated.

\*\*\*\*\*

**Allegation #8:** (b) (6), (b) (7)(C)

### Findings of Fact

97. (b) (6), (b) (7)(C)

<sup>5</sup> (b) (6), (b) (7)(C)

<sup>6</sup> (b) (6), (b) (7)(C)

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(b) (6), (b) (7)(C)

98.

(b) (6), (b) (7)(C)

99.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

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(b) (6), (b) (7)(C)

100. (b) (6), (b) (7)(C)

101. (b) (6), (b) (7)(C)

102. (b) (6), (b) (7)(C)


(b) (6), (b) (7)(C)

103. (b) (6), (b) (7)(C)

104. (b) (6), (b) (7)(C)


105. (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)




106.

(b) (6), (b) (7)(C)

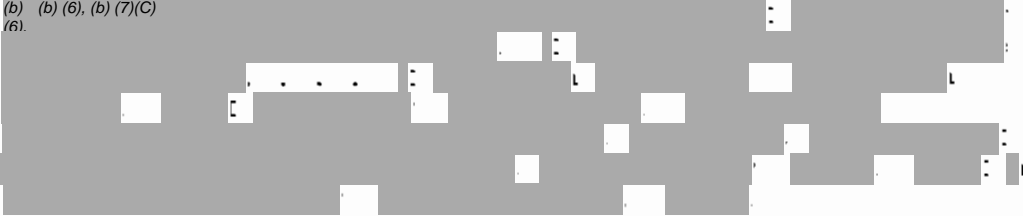


107.

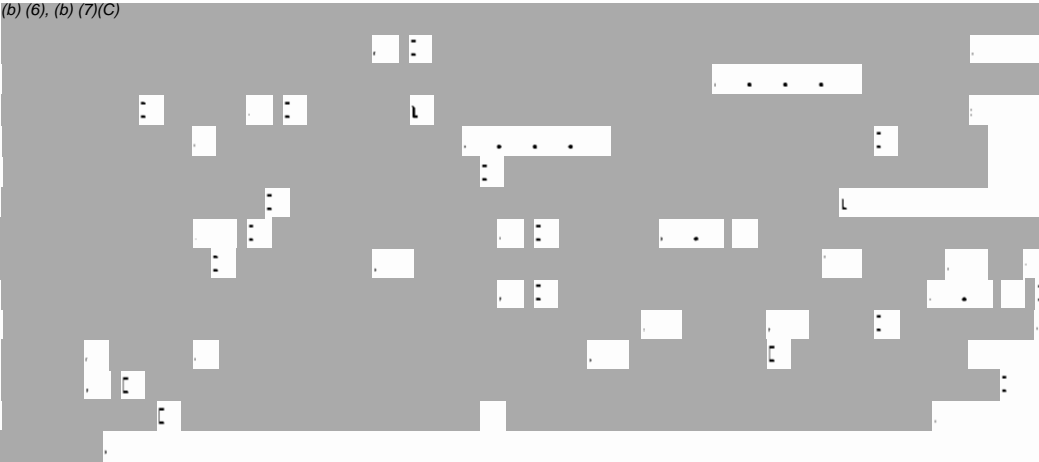
(b) (6), (b) (7)(C)



(b) (6), (b) (7)(C)  
(6).



(b) (6), (b) (7)(C)



(b) (6),  
(b) (7)(C)



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108. (b) (6), (b) (7)(C) [Redacted]

109. (b) (6), (b) (7)(C) [Redacted]

(b) (6), (b) (7)(C) [Redacted]

110. (b) (6), (b) (7)(C) [Redacted]

(b) (6), (b) (7)(C) [Redacted]

**Applicable Standard**

111. (b) (6), (b) (7)(C) [Redacted]



## Analysis

112.

(b) (6),  
(b) (7)(C)

113.

(b) (6), (b) (7)(C)

114.

(b) (6), (b) (7)(C)

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<sup>7</sup> Webster's Online Dictionary, <http://www.webster-dictionary.org/definition/>.

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## Conclusion

115. The allegation is not substantiated.

\*\*\*\*\*

### Summary of Findings in Allegations Lacking Merit

116. (b) (6), (b) (7)(C)

117. **Allegation:** (b) (6), (b) (7)(C)

118. (b) (6), (b) (7)(C)

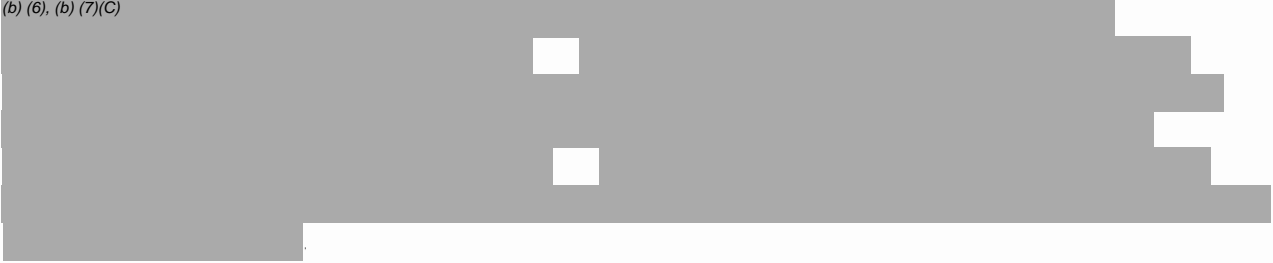
119. (b) (6), (b) (7)(C)

120. (b) (6), (b) (7)(C) [REDACTED]

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(b) (6), (b) (7)(C)



121.


(b) (6), (b) (7)(C)



122. This allegation is not substantiated and does not warrant full investigation.

123. **Allegation:**

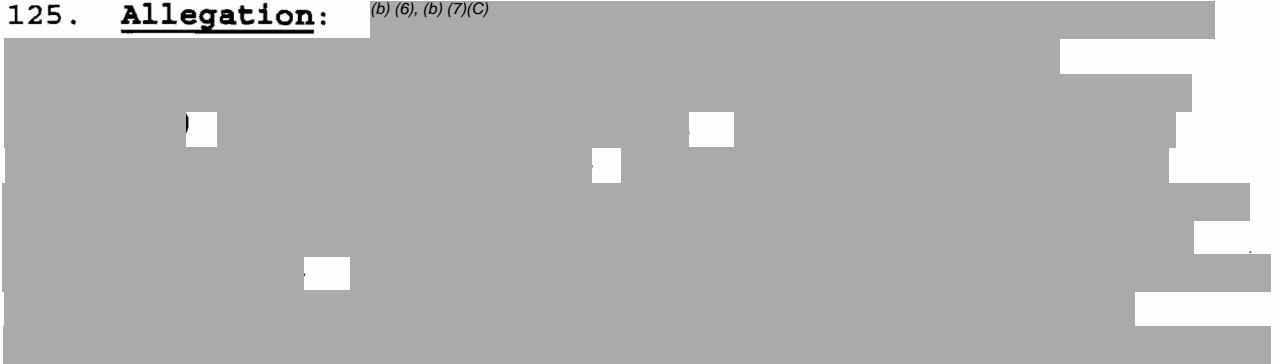
(b) (6), (b) (7)(C)



124. This allegation is not substantiated and does not warrant full investigation.


125. **Allegation:**

(b) (6), (b) (7)(C)



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<sup>8</sup> (b) (6), (b) (7)(C)



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(b) (6), (b) (7)(C)

126. This allegation is not substantiated and does not warrant full investigation.

127. **Allegation:** (b) (6), (b) (7)(C)

[REDACTED]

128. This allegation is not substantiated and does not warrant full investigation.

129. **Allegation:** (b) (6), (b) (7)(C)

[REDACTED]

130. This allegation is not substantiated and does not warrant full investigation.

131. **Allegation:** (b) (6), (b) (7)(C)

[REDACTED]

132. This allegation is not substantiated and does not warrant full investigation.

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